

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

IN RE:

Russell T. Pryga,

Debtor.

MOTION TO REDUCE TIME
TIME TO FILE OBJECTION
TO EXEMPTION
BKY 04-44967

TO: UNITED STATES TRUSTEE, CHAPTER 7 TRUSTEE, and other parties in interest.

Russell T. Pryga, Debtor, moves the Court for the relief requested below and gives notice of hearing.

1. The Court will hold a hearing on this motion on October 20, 2004 at 9:30 a.m. in Courtroom 8 West, United States Courthouse, Minneapolis, Minnesota. Any response opposing this motion must be delivered and filed not later than 9:30 a.m. on October 15, 2004, which is three days before the hearing exclusive of Saturdays, Sundays, and holidays, or mailed and filed not later than October 13, 2004, which is five days before the hearing exclusive of Saturdays, Sundays, and holidays. If no response opposing the motion is timely filed, the Court may grant the motion without a hearing.

2. The Court has jurisdiction over this motion pursuant to 28 U.S.C. §157 and 1334. This proceeding is a core proceeding. This motion is brought pursuant to 11 U.S.C. §522(d)(1), Federal Rules of Bankruptcy Procedure 4003(b) and 9006(c)(1), and Local Rule 4003-1(b). The petition commencing this Chapter 7 case was filed on September 7, 2004. The meeting of creditors is scheduled for October 14, 2004. This case is pending before this court.

3. Debtor moves the the Court for an order reducing the time to object to property claimed as exempt to October 25, 2004, and authorizing the Clerk of Bankruptcy Court to issue a certificate regarding property claimed as exempt on October 26, 2004 or thereafter if no objection is timely made, and as grounds therefor states as follows.

4. At the time of his Chapter 7 filing, Debtor resided at his homestead located at 2824 Maryland Avenue South, St. Louis Park, Minnesota 55426, legally described as Lot 7, Block 2, High Holborn, Hennepin County, Minnesota.

5. The above described homestead was subject to a mortgage with Chase Manhattan Mortgage Corporation in the approximate amount of \$139,615. The homestead had an estimated fair market value of \$205,000.

6. Mortgage Electronic Registration Systems, Inc. foreclosed its mortgage by sale on March 4; Debtor's redemption period was scheduled to expire on September 7, 2004 but was extended by 60 days by Debtor's Chapter 7 filing pursuant to 11 U.S.C. §108(b).

7. Debtor has found a buyer for the homestead and wishes to complete the sale transaction before the expiration of the 60 day redemption extension period (Exhibit A). The buyer requires a certificate of property claimed as exempt to close the sale.

8. Because the meeting of creditors is not scheduled until October 14, 2004, Debtor will not be able to obtain a certificate of property claimed as exempt pursuant to Local Rule 4003-1(b) unless the time period for objecting to property claimed as exempt is shortened.

9. This Court has discretion for cause shown to reduce the time period to object to property claimed as exempt by the Debtor pursuant to Federal Rule of Bankruptcy Procedure 9006(c)(1).

10. Reducing the time period to object to property claimed as exempt and authorizing the Clerk of Bankruptcy Court to issue a certificate of property claimed as exempt on or after October 26, 2004 will allow the Debtor to go forward with the sale of his homestead.

WHEREFORE, Debtor requests an order reducing the time period to object to Debtor's claim of exempt property to October 25, 2004 and authorizing the Clerk of Bankruptcy Court to issue a certificate of property claimed as exempt on or after October 26, 2004, in the event that no objection is timely made, and for such other relief as is just and equitable.

/s/ Ian Traquair Ball

Ian Traquair Ball #4285
Attorney for Debtor
326 Plymouth Building
12 South Sixth Street
Minneapolis, MN 55402
Tel: (612) 338-1313

Dated: October 5, 2004

Case No. 04-44967

VERIFICATION

Russell T. Pryga, Debtor, states that he has read the foregoing motion and that the facts stated therein are true and correct to the best of his knowledge and belief.



Russell T. Pryga

Dated: 10/4/04

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

IN RE:

Russell T. Pryga,

Debtor.

DEBTOR'S MEMORANDUM
OF LAW
BKY 04-44967

I. FACTS

Russell T. Pryga, Debtor, filed his Chapter 7 petition on September 7, 2004. At the time of the filing, Debtor's right of redemption of his homestead was scheduled to expire on September 7, 2004, as a result of a prior foreclosure sale by Mortgage Electronic Registration Systems, Inc.. Accordingly, Debtor filed a Chapter 7 petition, resulting in an extension of the redemption period for 60 days pursuant to 11 U.S.C. §108(b). Debtor has found a buyer for the property, the buyer will require a certificate of property claimed as exempt in order to close the sale. However, the meeting of creditors is not scheduled until October 14, 2004 and Local Rule 4003-1(b)(2) prohibits the Clerk of Bankruptcy Court from issuing a certificate of property claimed as exempt not less than 31 days after conclusion of the meeting of creditors. Debtor would not be able to obtain the certificate until after the expiration of the redemption extension.

II. ARGUMENT

Federal Rule of Bankruptcy Procedure 9006(c) authorizes the Court in its discretion,

for cause shown, to reduce the time period to object to property claimed as exempt by a debtor. Rule 9006(c)(2) specifies various actions for which the Court may not reduce the time period, but objection to property claimed as exempt is not included in this list of prohibited reductions. Shortening the time period to object to property claimed as exempt will not create an undue hardship for creditors or the Chapter 13 trustee. The affected parties will have ample time from the date of service of this motion as notice of the Debtor's intent to claim his homestead as exempt and the proposed shortened deadline for objecting to the exemption claim.

Since the sale of the homestead will provide the Debtor with funds to pay for the costs of moving, payment of apartment rental fees, and preserve Debtor's equity in his homestead as allowed by law. Accordingly, good cause exists to shorten the deadline for objection.

Accordingly, Debtor requests the Court for its order setting a deadline of October 25, 2004 for filing an objection to property claimed as exempt by the Debtor and authorizing the Clerk of Bankruptcy Court to issue a certificate of property claimed as exempt on October 26, 2004 or thereafter, if no objection is timely filed.

/s/ Ian Traquair Ball
Ian Traquair Ball #4285
Attorney for Debtor
326 Plymouth Building
12 South Sixth Street
Minneapolis, MN 55402
Tel: (612) 338-1313

Dated: October 5, 2004

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

**CERTIFICATE OF
SERVICE**

Russell T. Pryga,

BKY 04-44967

Debtor(s).

I, Brenda Greenhalgh, declare under penalty of perjury that on October 5, 2005, I mailed copies of the foregoing Motion to Reduce Time to File Objection to Exemption to each entity named below at the stated addresses.

Jasmine Z. Keller
Chapter 13 Trustee
310 Plymouth Building
12 South 6th Street
Minneapolis MN 55402

United States Trustee
1015 US Courthouse
300 South 4th Street
Minneapolis MN 55415

Russell T. Pryga
2824 Maryland Avenue South
St. Louis Park, MN 55426

SEE ATTACHED LIST

Dated: October 5, 2004



Brenda Greenhalgh

ALLIANCE ONE
4797 RUFFNER
SAN DIEGO CA 92111 1519

INTERNAL MEDICINE
7801 E BUSH LK RD STE 320
BLOOMINGTON MN 55439

ALLINA
701 XENIA AVE S
GOLDEN VALLEY MN 55416

LIFETIME FITNESS
6442 CITY WEST PKWY STE 300
EDEN PRAIRIE MN 55344

BANKCARD SERVICES
PO BOX 5222
CAROL STREAM IL 60197

MERS
CO SHAPIRO AND NORDMEYER
7300 METRO BLVD STE 390
EDINA MN 55439 2306

CENTER POINT ENERGY
PO BOX 1297
MINNEAPOLIS MN 55427

NORTHWEST EYE CLINIC
8401 GOLDEN VALLEY RD
STE 330
GOLDEN VALLEY MN 55427

CENTRAL PORTFOLIO
250 EDEN PRAIRIE CTR DR
STE 125
MILWAUKEE WI 53201

PARK NICOLLET
3800 PARK NICOLLET BLVD
ST LOUIS PARK MN 55416

CITY OF ST LOUIS PARK
5005 MINNETONKA BLVD
ST LOUIS PARK MN 55416

PROVIDIAN
PO BOX 9604
ARLINGTON TX 76096

FAIRVIEW HEALTH SVCS
PO BOX 147
MINNEAPOLIS MN 55440

REGIONS HOSPITAL
640 JACKSON ST
ST PAUL MN 55101

FARMERS INSURANCE
PO BOX 1527
AURORA IL 60507

RELIANCE
PO BOX 29227
MINNEAPOLIS MN 55429

FCNB
PO BOX 3910
PORTLAND OR 97206

ROUNDYS
PO BOX 1602
MILWAUKEE WI 53201

GABBERTS
3501 GALLERIA
MINNEAPOLIS MN 55435

SPRINT
PO BOX 219554
KANSAS CITY MO 64121

HOSPITAL PATHOLOGY
1300 GODWARD ST STE 410
MINNEAPOLIS MN 55413

TIME WARNER CABLE
801 PLYMOUTH AVE N
MINNEAPOLIS MN 55411

HOUSEHOLD BANK
PO BOX 4155
CAROL STREAM IL 60197

XCEL ENERGY
1518 CHESTNUT AVE N
MINNEAPOLIS MN 55403



ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT

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out of use or misuse of this form.

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EXHIBIT A

ARBITRATION DISCLOSURE

You have the right to choose whether to have any disputes about the physical condition of the property that you are buying or selling decided by binding arbitration or by a court of law. By agreeing to binding arbitration you give up your right to go to court. By signing the RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT ("ARBITRATION AGREEMENT") below, you agree to binding arbitration under the Residential Real Property Arbitration System ("Arbitration System") administered by Construction Arbitration Services, Inc. (CAS) and endorsed by the Minnesota Association of REALTORS® (MAR). The ARBITRATION AGREEMENT is enforceable only if it is signed by all buyers, sellers, and licensees representing or assisting the seller and the buyer. The ARBITRATION AGREEMENT is not part of the purchase agreement. Your purchase agreement will still be valid whether or not you sign the ARBITRATION AGREEMENT.

The Arbitration System is a private dispute resolution system offered as an alternative to the court system. It is not government sponsored. CAS and the MAR jointly adopt the rules that govern the Arbitration System. CAS and the MAR are not affiliated. Under the ARBITRATION AGREEMENT you must use the arbitration services of CAS.

All disputes about or relating to the physical condition of the property are subject to arbitration under the ARBITRATION AGREEMENT. This includes claims of fraud, misrepresentation, warranty and negligence. Nothing in this Agreement limits other rights you may have under Minnesota Statutes 327A (statutory new home warranties) or under private contracts for warranty coverage. An agreement to arbitrate does not prevent a party from contacting the Minnesota Department of Commerce, the state agency that regulates the real estate profession, about licensee compliance with state law.

The administrative fee for the Arbitration System varies depending on the amount of the claim, but it is more than initial court filing fees. In some cases, conciliation court is cheaper than arbitration. The maximum claim allowed in conciliation court is \$7,500. This amount is subject to future change. In some cases, it is quicker and less expensive to arbitrate disputes than to go to court, but the time to file your claim and pre-hearing discovery rights are limited. The right to appeal an arbitrator's award is very limited compared to the right to appeal a court decision.

A request for arbitration must be filed within 24 months of the date of the closing on the property or else the claim cannot be pursued. In some cases of fraud, a court or arbitrator may extend the 24 month limitation period provided herein.

A party who wants to arbitrate a dispute files a Demand, along with the appropriate administrative fee, with CAS. CAS notifies the other party, who may file a response. CAS works with the parties to select and appoint an arbitrator to hear and decide the dispute. A three-arbitrator panel will be appointed instead of a single arbitrator at the request of any party. The party requesting a panel must pay an additional fee. Arbitrators have backgrounds in law, real estate, architecture, engineering, construction or other related fields.

Arbitration hearings are usually held at the home site. Parties are notified about the hearing at least 14 days in advance. A party may be represented by a lawyer at the hearing if he or she gives 5 days advance notice to the other party and to CAS. Each party may present evidence, including documents or testimony by witnesses. The arbitrator must make any award within 30 days from the final hearing date. The award must be in writing and may provide any remedy the arbitrator considers just and equitable that is within the scope of the parties' agreement. The arbitrator does not have to make findings of fact that explain the reason for granting or denying an award. The arbitrator may require the party who does not prevail to pay the administrative fee.

This Arbitration Disclosure provides only a general description of the Arbitration System and a general overview of the Arbitration System rules. For specific information regarding the administrative fee, please see the Fee Schedule located in the CAS Rules. Copies of the Arbitration System rules are available from CAS by calling (800) 777-8119 Ext. 509 or on the web at www.cas-usa.org or from your REALTOR®. If you have any questions about arbitration, call CAS at (800) 777-8119 Ext. 509 or consult a lawyer.

THIS IS AN OPTIONAL, VOLUNTARY AGREEMENT. READ THE ARBITRATION DISCLOSURE ABOVE IN FULL BEFORE SIGNING.

RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT

For the property located at: 2824 Maryland Ave S.

City of St Louis Park, County of Hennepin State of Minnesota.

Any dispute between the undersigned parties, or any of them, about or relating to the physical condition of the property covered by the purchase agreement dated 09-16-04, 20 04, including claims of fraud, misrepresentation, warranty and negligence, shall be settled by binding arbitration. Construction Arbitration Services, Inc. shall be the arbitration service provider. The rules, in effect at the time the Demand for arbitration is filed, adopted by Construction Arbitration Services, Inc. and the Minnesota Association of REALTORS® shall govern the proceeding(s). This agreement shall survive the delivery of the deed or contract for deed in the purchase agreement. This Agreement is only enforceable if all buyers, sellers and licensees representing or assisting the buyers and sellers have agreed to arbitrate as acknowledged by signatures below.

(Seller's Signature) _____ (Date) _____
(Seller's Printed Name) _____
(Seller's Signature) _____ (Date) _____
(Seller's Printed Name) _____
(Licensee Representing or Assisting Seller) _____ (Date) _____
(Company Name) _____

Jeanine Gray 9-16-04
(Buyer's Signature) _____ (Date) _____
Jeanine Gray
(Buyer's Printed Name) _____
h/kia l/g 9-16-04
(Buyer's Signature) _____ (Date) _____
Dorian C Gray
(Buyer's Printed Name) _____
Steve Schif 09-16-04
(Licensee Representing or Assisting Buyer) _____ (Date) _____
IBR
(Company Name) _____

**THE RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT IS A LEGALLY BINDING CONTRACT
BETWEEN BUYERS, SELLERS AND LICENSEES. IF YOU DESIRE LEGAL ADVICE CONSULT A LAWYER.**

**SELLER'S PROPERTY
DISCLOSURE STATEMENT**

161. Page 4 of 5 pages

162. **THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.**

163. Property located at, 2824 MARYLAND AVENUE SOUTH, SAINT LOUIS PARK, MINNESOTA 55428

NOTICE REGARDING PREDATORY OFFENDER INFORMATION

164. Information regarding the predatory offender registry and persons registered with the predatory offender registry under MN Statute, 243.166, may be obtained by contacting the local law enforcement offices in the community where the property is located, or the Minnesota Department of Corrections at (651) 642-0200, or from the Department of Corrections Web site at www.cor.state.mn.us.

WATER INTRUSION AND MOLD GROWTH

169. Recent studies have shown that various forms of water intrusion affect many homes. Water intrusion may occur from either exterior moisture entering the home and/or interior moisture leaving the home.

170. Examples of exterior moisture sources may be:

- 171. • Improper flashing around windows and doors.
- 172. • Improper grading
- 173. • flooding
- 174. • roof leaks

175. Examples of interior moisture sources may be:

- 176. • plumbing leaks
- 177. • condensation (caused by indoor humidity that is too high or surfaces that are too cold)
- 178. • overflow from tubs, sinks or toilets
- 179. • firewood stored indoors
- 180. • humidifier use
- 181. • inadequate venting of kitchen and bath humidity
- 182. • improper venting of clothes dryer exhaust outdoors (including electrical dryers)
- 183. • line-drying laundry indoors
- 184. • houseplants - watering them can generate large amounts of moisture

185. In addition to the possible structural damage water intrusion may do to the property, water intrusion may also result in the growth of mold, mildew and other fungi. Mold growth may also cause structural damage to the property. Therefore, it is very important to detect and remediate water intrusion problems.

186. Fungi are present everywhere in our environment, both indoors and outdoors. Many molds are beneficial to humans. However, molds have the ability to produce mycotoxins that may have a potential to cause serious health problems, particularly in some immunocompromised individuals and people who have asthma or allergies to mold.

187. To complicate matters, mold growth is often difficult to detect, as it frequently grows within the wall structure. If you have a concern about water intrusion or the resulting mold/mildew/fungi growth, you may want to consider having the property inspected for moisture problems before entering into a purchase agreement or as a condition of your purchase agreement. Such an analysis is particularly advisable if you observe staining or musty odors on the property.

188. For additional information about water intrusion, indoor air quality, moisture or mold issues, go to the Minnesota Association of REALTORS® Web site at www.mnrealtor.com.

LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS AND ARE NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING IN THE PROPERTY.

200. **K. SELLER'S STATEMENT:** (to be signed at time of listing)

201. Seller(s) hereby state(s) the condition of the property to be as stated above and authorize(s) any Licensee(s) representing or assisting any party/ies in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

202. [Signature] (Date) 9/10/04 (Date) (Seller)

203. **L. BUYER'S ACKNOWLEDGEMENT:** (to be signed at time of purchase agreement)

204. I/we, the Buyer(s) of the property, acknowledge receipt of the Seller's Property Disclosure Statement and agree that no representations regarding the condition of the property have been made other than those made above.

205. [Signature] (Date) 9/10/04 (Date) (Buyer)

206. **M. SELLER'S ACKNOWLEDGMENT:** (to be signed at time of purchase agreement)

207. AS OF THE DATE BELOW, I/we, the Seller(s) of the property, state that the condition of the property is the same, except changes as indicated below.

208. _____ (Date) (Seller)

209. _____ (Date) (Seller)

210. _____ (Date) (Seller)

211. ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER

212. MNEPDS-4 (10/03)



**ADDENDUM TO
PURCHASE AGREEMENT**

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1. Date 09-16-04
2. Page 7

3. Addendum to Purchase Agreement between parties dated 09-16, 2004, pertaining to the purchase

4. and sale of the property at 2824 Maryland Ave S

5. _____

6. Buyer are purchasing the property as follows:

7. \$21,000 for the personal property, \$53,000 for the land

8. and \$136,000 for the house and garage.

9. Total purchase price is \$210,000.

10. _____

11. _____

12. _____

13. _____

14. _____

15. _____

16. _____

17. _____

18. _____

19. _____

20. _____

21. _____

22. _____

23. _____

24. _____

25. _____

26. _____

27. _____

28. _____

29. _____

30. _____

31. _____

32. _____

33. _____

34. _____

35. _____ 9-16-04
(Seller) (Date) (Buyer) (Date)

36. _____ 9-16-04
(Seller) (Date) (Buyer) (Date)

37. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYERS AND SELLERS.**
38. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**
MN-APA (9/00)



**ADDENDUM TO
PURCHASE AGREEMENT**

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1. Date 09-16-04
2. Page 8

3. Addendum to Purchase Agreement between parties dated 09-16, 2004 pertaining to the purchase

4. and sale of the property at 2824 Maryland Avenue S., St Louis Park

5. _____

6. _____

7. A) Kimberly and Steve Schmitz are added to the purchase
8. agreement as buyers.

9. _____

10. B) Steve Schmitz is a Realtor.

11. _____

12. C) Property is being purchased as an investment.

13. _____

14. ~~Buyer must receive property maintenance certificate from~~

15. ~~St Louis Park before inspection completed.~~

16. _____

17. D) Buyers are buying house AS-IS, see
18. AS IS add

19. _____

20. E) Buyers are aware that the hanging
21. pendant light in the upstairs hallway
22. will be replaced with a similar light.

23. _____

24. _____

25. _____

26. _____

27. _____

28. _____

29. _____

30. _____

31. _____

32. _____

33. _____

34. _____

35. _____ (Seller) _____ (Date) Gerrine Gray 9-16-04 (Date)

36. _____ (Seller) _____ (Date) Victor Gray 9-16-04 (Date)

37. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYERS AND SELLERS.**
38. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**
MN-APA (8/00)



INSPECTION CONTINGENCY ADDENDUM

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1. Date 09-16-04
2. Page 5

THE PROPERTY, IF NOT NEW, CANNOT BE EXPECTED TO BE IN NEW CONDITION.
ROUTINE MAINTENANCE ITEMS ARE NOT PART OF THIS ADDENDUM.

5. Addendum to Purchase Agreement between parties dated 09-16, 2004, pertaining to the

6. purchase and sale of the property at 2824 Maryland Ave. S.

7. This Purchase Agreement is contingent upon an inspection(s) of the property to determine the condition and
8. performance relative to the intended function of the following checked items:

- | | | |
|---|--|--|
| 10. <input type="checkbox"/> Basement | <input type="checkbox"/> Electrical system | <input type="checkbox"/> Plumbing system |
| 11. <input type="checkbox"/> Ceilings | <input type="checkbox"/> Exterior | <input type="checkbox"/> Roofs |
| 12. <input type="checkbox"/> Central cooling system | <input type="checkbox"/> Floors | <input type="checkbox"/> Walls |
| 13. <input type="checkbox"/> Central heating system | <input type="checkbox"/> Foundation | <input type="checkbox"/> Windows |
| 14. <input type="checkbox"/> Other (specify): _____ | | |

15. _____

16. _____

17. _____

18. ☒ Complete home inspection

19. Any inspection shall be done by an Inspector(s) of Buyer's choice. The Inspector(s) should be qualified to do the

20. inspection as evidenced by a license or professional designation. Buyer shall satisfy Buyer as to the

21. qualifications of the Inspector(s).

22. Said inspection(s) shall be at the Buyer's sole expense.

23. Seller agrees to make the property reasonably available for said inspection(s).

24. Any inspection or test done by FHA, DVA or any other governmental unit shall be done and paid for in accordance

25. with the applicable regulations and are not part of this Inspection Contingency.

26. For the purposes of this Addendum, "business days" shall end at 11:59 p.m. and do not include

27. Saturdays, Sundays and state and federal holidays.

28. All inspection(s) shall be done within 3 business days of final acceptance of this Purchase Agreement. If Buyer

29. or anyone representing Buyer discovers any defects in the above specified components of the property, Buyer must

30. notify Seller, or Licensee representing or assisting Seller, in writing, describing such defects, within 1 business days

31. after all the inspection(s).

32. If Buyer notifies Seller, or Licensee representing or assisting Seller, of such defects, and if within 1 business

33. days after such notice Buyer and Seller have not agreed in writing as to whether repairs will be performed, defects

34. waived or an adjustment to the purchase price made, the Purchase Agreement will automatically become null and

35. void without further notice required. Buyer and Seller shall immediately sign a Cancellation of Purchase

36. Agreement directing all earnest money paid hereunder to be refunded to Buyer, and thereafter neither party will have

37. any further liability to the other.

38. However, notwithstanding any provision to the contrary or any notice given, the Buyer may unilaterally waive defects,

39. providing that Buyer notifies Seller, or Licensee representing or assisting Seller, of waiver in writing within the time specified.

40. If Buyer fails to have the inspection(s) performed within the time specified above, or does not notify Seller within the time

41. specified above, then this contingency shall be deemed removed and the Purchase Agreement shall be in full force and effect.

42. Notwithstanding any other provision of this Agreement, Buyer may, based on the inspection(s), declare this Purchase

43. Agreement null and void by so notifying Seller, or Licensee representing or assisting Seller, in writing within

44. 1 business days of the inspection(s). In the event Buyer declares the Purchase Agreement null and void, Buyer

45. and Seller shall immediately sign a Cancellation of Purchase Agreement directing all earnest money paid hereunder

46. to be refunded to Buyer.

47. Nothing herein invalidates the warranties agreed to in lines 151-152 of the Minnesota Association of REALTORS®

48. approved Purchase Agreement.

49. Seller or Licensee representing or assisting Seller SHALL / SHALL NOT have the right to continue to offer the

50. property for sale until this contingency is removed.

51. _____ (Date) 9-16-04 (Date)

52. _____ (Date) 9-16-04 (Date)

53. _____ (Date) _____ (Date)

54. _____ (Date) _____ (Date)

THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYERS AND SELLERS.
IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

MN:ICA (10/03)





PURCHASE AGREEMENT

186. Address 3824 Maryland Ave S.
187. Page 4 Date 09-16-04

188. I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAD THE OPPORTUNITY TO REVIEW THE ARBITRATION DISCLOSURE AND
189. RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT.

190. SELLER(S) _____ BUYER(S) Jeanine Gray
191. SELLER(S) _____ BUYER(S) David C. Gray

192. OTHER Seller to pay \$5000.00 towards buyers closing costs.
193. Buyer may use the \$5000.00 at their discretion towards
194. prepaids or other costs of closing.

195. _____
196. _____

197. Attached are other addenda which are made a part of this Purchase Agreement. (Enter total number of pages of this Purchase
198. Agreement, including addenda, on line two (2) of page one (1).)

199. I, the owner of the property, accept this Agreement and
200. authorize the listing broker to withdraw said property from
201. the market, unless instructed otherwise in writing.
202. I have reviewed all pages of this Purchase Agreement.

I agree to purchase the property for the price and in accordance
with the terms and conditions set forth above.
I have reviewed all pages of this Purchase Agreement.

203. ☐ If checked, this Agreement is subject to attached
204. Counteroffer Addendum.

205. X _____ X Jeanine Gray 9-16-04
(Seller's Signature) (Date) (Buyer's Signature) (Date)

206. X _____ X Jeanine Gray
(Seller's Printed Name) (Buyer's Printed Name)

207. X _____ X _____
(Social Security Number - optional) (Marital Status) (Social Security Number - optional) (Marital Status)

208. X _____ X David C. Gray 9-16-04
(Seller's Signature) (Date) (Buyer's Signature) (Date)

209. X _____ X David C. Gray
(Seller's Printed Name) (Buyer's Printed Name)

210. X _____ X _____
(Social Security Number - optional) (Marital Status) (Social Security Number - optional) (Marital Status)

211. FINAL ACCEPTANCE DATE _____

212. THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYERS AND SELLERS.
213. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.



PURCHASE AGREEMENT

122. Address 3824 Maryland Ave
123. Page 3 Date 09-16-04

124. Buyer shall pay PRORATED FROM DAY OF CLOSING 12ths / ALL / NONE real estate taxes due and payable in the year 2004.
(circle one)
125. Seller shall pay PRORATED TO DAY OF CLOSING 12ths / ALL / NONE real estate taxes due and payable in the year 2004. If the
(circle one)
126. closing date is changed, the real estate taxes paid shall, if prorated, be adjusted to the new closing date. Seller warrants taxes due and
127. payable in the year 2004 will be FULL / PART / NON- homestead classification. If part- or non-homestead classification is circled,
(circle one)
128. Seller agrees to pay Buyer at closing \$ Full Amount
129. toward the non-homestead real estate taxes. Buyer agrees to pay any remaining balance of non-homestead taxes when they become
130. due and payable. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter, the payment of which is
131. not otherwise herein provided. No representations are made concerning the amount of subsequent real estate taxes.
132. POSSESSION: Seller shall deliver possession of the property not later than immediately after closing.
133. All interest, homeowner's association dues, rents and all charges for city water, city sewer, electricity and natural gas shall be prorated
134. between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of fuel oil or liquid petroleum gas on the day of
135. closing, at the rate of the last fill by Seller. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED
136. HEREIN from the property by possession date.
137. ENVIRONMENTAL CONCERNS: To the best of Seller's knowledge, there are no hazardous substances or underground storage
138. tanks except herein noted:
139.

140. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:
141. CITY SEWER ☒ YES ☐ NO / CITY WATER ☒ YES ☐ NO
142. SELLER / BUYER AGREES TO PROVIDE WATER QUALITY TEST RESULTS IF REQUIRED BY GOVERNING AUTHORITY AND/OR LENDER.
(circle one)
143. SELLER / BUYER AGREES TO PROVIDE, IF REQUIRED BY THE TERMS OF THIS PURCHASE AGREEMENT OR BY GOVERNING
(circle one)
144. AUTHORITY AND/OR LENDER, A LICENSED INSPECTOR'S SEPTIC SYSTEM INSPECTION REPORT OR NOTICE INDICATING IF
145. THE SYSTEM COMPLIES WITH APPLICABLE REGULATIONS. NOTICE: A VALID CERTIFICATE OF COMPLIANCE FOR THE
146. SYSTEM MAY SATISFY THIS OBLIGATION. NOTHING IN LINES 143 TO 146 SHALL OBLIGATE SELLER TO UPGRADE, REPAIR OR
147. REPLACE THE SEPTIC SYSTEM, UNLESS OTHERWISE AGREED TO IN THIS PURCHASE AGREEMENT.
148. BUYER HAS RECEIVED THE WELL DISCLOSURE STATEMENT OR A STATEMENT THAT NO WELL EXISTS ON THE PROPERTY.
149. AND A SEPTIC SYSTEM DISCLOSURE STATEMENT OR A STATEMENT THAT NO SEPTIC SYSTEM EXISTS ON OR SERVES THE
150. PROPERTY, AS REQUIRED BY MINNESOTA STATUTES.

151. SELLER WARRANTS THAT CENTRAL AIR-CONDITIONING, HEATING, PLUMBING AND WIRING SYSTEMS USED AND LOCATED ON
152. SAID PROPERTY WILL BE IN WORKING ORDER ON DATE OF CLOSING, EXCEPT AS NOTED IN THIS AGREEMENT.
153. BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING, TO ESTABLISH THAT THE
154. PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF PURCHASE AGREEMENT. SELLER AGREES
155. TO NOTIFY BUYER IMMEDIATELY IN WRITING OF ANY SUBSTANTIVE CHANGES FROM ANY PRIOR REPRESENTATIONS
156. REGARDING THE PHYSICAL CONDITION OF THE PROPERTY.
157. BUYER ACKNOWLEDGES THAT NO ORAL REPRESENTATIONS HAVE BEEN MADE REGARDING POSSIBLE PROBLEMS OF
158. WATER IN BASEMENT OR DAMAGE CAUSED BY WATER OR ICE BUILDUP ON ROOF OF THE PROPERTY, AND BUYER RELIES
159. SOLELY IN THAT REGARD ON THE FOLLOWING STATEMENT BY SELLER:
160. SELLER HAS HAS NOT HAD A WET BASEMENT AND HAS HAS NOT HAD ROOF, WALL OR CEILING DAMAGE CAUSED BY WATER
(circle one) (circle one)
161. OR ICE BUILDUP. BUYER HAS HAS NOT RECEIVED A SELLER'S PROPERTY DISCLOSURE STATEMENT OR A SELLER'S
(circle one)
162. DISCLOSURE ELECTION FORM. BUYER HAS RECEIVED THE INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY.

163. Barbara Neman NOTICE
164. IBR Realty (Licensee) is Seller's Agent / Buyer's Agent Dual Agent / Facilitator
(circle one)
165. Steve Schmitz (Company)
166. IBR Realty (Licensee) is Seller's Agent / Buyer's Agent / Dual Agent / Facilitator
(circle one)
167. IBR Realty (Company)
168. THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.

169. DUAL AGENCY REPRESENTATION
170. PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:
171. ☐ Dual Agency representation DOES NOT apply in this transaction. Disregard lines 172-185.
172. ☒ Dual Agency representation DOES apply in this transaction. Complete the disclosure in lines 173-185.
173. Broker represents both the Seller(s) and the Buyer(s) of the property involved in this transaction, which creates a dual agency. This
174. means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because the parties may have conflicting
175. interests, Broker and its salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this
176. transaction without the consent of both Seller(s) and Buyer(s). Seller(s) and Buyer(s) acknowledge that:
177. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will remain confidential
178. unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other information will be shared;
179. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and
180. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of the sale.
181. With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker and its
182. salespersons to act as dual agents in this transaction.
183. Guanine Gray (Seller)
184. Ken LTB (Buyer)
185. 9-16-04 (Date)



PURCHASE AGREEMENT

186. Address 3824 Maryland Ave S.
187. Page 4 Date 09-16-04

188. I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAD THE OPPORTUNITY TO REVIEW THE ARBITRATION DISCLOSURE AND
189. RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT.

190. SELLER(S) _____ BUYER(S) Jeanine Gray
191. SELLER(S) _____ BUYER(S) Dorian C Gray

192. OTHER Seller to pay \$5000.00 towards buyers closing costs.

193. Buyer may use the \$5000.00 at their discretion towards

194. prepaids or other costs of closing.

195. _____

196. _____

197. Attached are other addenda which are made a part of this Purchase Agreement. (Enter total number of pages of this Purchase Agreement, including addenda, on line two (2) of page one (1).)

199. I, the owner of the property, accept this Agreement and
200. authorize the listing broker to withdraw said property from
201. the market, unless instructed otherwise in writing.
202. I have reviewed all pages of this Purchase Agreement.

I agree to purchase the property for the price and in accordance
with the terms and conditions set forth above.
I have reviewed all pages of this Purchase Agreement.

203. ☐ If checked, this Agreement is subject to attached
204. Counteroffer Addendum.

205. X _____
(Seller's Signature) (Date)

X Jeanine Gray 9-16-04
(Buyer's Signature) (Date)

206. X _____
(Seller's Printed Name)

X Jeanine Gray
(Buyer's Printed Name)

207. X _____
(Social Security Number - optional) (Marital Status)

X _____
(Social Security Number - optional) (Marital Status)

208. X _____
(Seller's Signature) (Date)

X Dorian C Gray 9-16-04
(Buyer's Signature) (Date)

209. X _____
(Seller's Printed Name)

X Dorian C Gray
(Buyer's Printed Name)

210. X _____
(Social Security Number - optional) (Marital Status)

X _____
(Social Security Number - optional) (Marital Status)

211. FINAL ACCEPTANCE DATE _____

212. THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYERS AND SELLERS.
213. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.



PURCHASE AGREEMENT

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1. Date 09-16-04
2. Page 1 of 8

3. RECEIVED OF Dorian and Jeanine Gray - a married couple
4. _____
5. the sum of two thousand Dollars (\$ 2000.00)
6. by CHECK / CASH / NOTE as earnest money to be deposited upon acceptance of Purchase Agreement by all parties, on or before the third business day after acceptance, in the trust account of listing broker but to be returned to Buyer if Purchase Agreement is not accepted by Seller. Said earnest money is part payment for the purchase of the property located at:
9. Street Address: 2824 Maryland Ave S
10. City of St. Louis Park County of Hennepin State of Minnesota.
11. Legally described as: High Holborn Lot 007 Block 002
12. _____
13. including all fixtures on the following property, if any, owned by Seller and used and located on said property, including but not limited to: garden bulbs, plants, shrubs and trees; storm sash, storm doors, screens and awnings; window shades, blinds, traverse and curtain and drapery rods; attached lighting fixtures and bulbs; plumbing fixtures, water heater, heating plants (with any burners, tanks, stokers and other equipment used in connection therewith), built-in air-conditioning equipment, electronic air filter, water softener OWNED / RENTED / NONE, built-in humidifier and dehumidifier, liquid gas tank and controls (if the property of Seller), sump pump; attached television antenna, cable TV jacks and wiring; BUILT-INS: dishwashers, garbage disposals, trash compactors, ovens, cook-top stoves, microwave ovens, hood fans, intercoms; ATTACHED: carpeting; mirrors; garage door openers and all controls; smoke detectors; fireplace screens, doors, and heatilators; AND the following personal property: Range, Refrigerator, Washer, Dryer, Water Softener - Owned, Dishwasher
21. I will window fix as seen on 09-16-04
22. _____
23. all of which property Seller has this day agreed to sell to Buyer for sum of (\$ 210,000)
24. two hundred ten thousand Dollars,
25. which Buyer agrees to pay in the following manner: earnest money of \$ 2000.00
26. and \$ 40,000 cash on Oct 27, 2004 the date of closing, and
27. the balance of \$ 168,000 by financing in accordance with the attached Addendum:
28. Conventional / FHA / DVA / Assumption / Contract for Deed / Purchase Money Mortgage / Other: _____
29. This Purchase Agreement IS NOT subject to a Contingency Addendum for sale of Buyer's property. (If answer is IS, see attached Addendum.)
30. (If answer is IS NOT, the closing of Buyer's property, if any, may still affect Buyer's ability to obtain financing, if financing is applicable.)
31. This Purchase Agreement IS NOT subject to cancellation of a previously written Purchase Agreement dated _____
32. (If answer is IS, said cancellation shall be obtained no later than _____, 20 _____. If said cancellation is not obtained by said date, this Purchase Agreement shall become null and void. Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement directing all earnest money paid hereunder to be refunded to Buyer.)
35. This Purchase Agreement IS NOT subject to a Vacant Land Addendum. (If answer is IS, see attached Addendum.)
36. Buyer has been made aware of the availability of property inspections. Buyer Effects / Declines to have a property inspection performed at Buyer's expense.
37. This Purchase Agreement IS / IS NOT subject to an Inspection Addendum. (If answer is IS, see attached Addendum.)
38. DEED/MARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a Warranty Deed or Other: Marketable Deed
39. joined in by spouse, if any, conveying marketable title, subject to:
40. (A) building and zoning laws, ordinances, state and federal regulations; (B) restrictions relating to use or improvement of the property without effective forfeiture provisions; (C) reservation of any mineral rights by the State of Minnesota; (D) utility and drainage easements which do not interfere with existing improvements; (E) rights of tenants as follows (unless specified, not subject to tenancies);
44. (F) others (must be specified in writing): _____
45. BUYER SHALL PAY / SELLER SHALL PAY on date of closing any deferred real estate taxes (e.g., Green Acres, etc.) or special assessments, payment of which is required as a result of the closing of this sale.
47. BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING / SELLER SHALL PAY ON DATE OF CLOSING all installments
48. of special assessments certified for payment with the real estate taxes due and payable in the year of closing.
49. BUYER SHALL ASSUME / SELLER SHALL PAY on date of closing all other special assessments levied as of the date of this Agreement.
50. BUYER SHALL ASSUME / SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as of the date of this Agreement
51. for improvements that have been ordered by any assessing authorities. (Seller's provision for payment shall be by payment into escrow of two (2) times the estimated amount of the assessments or loss, as required by Buyer's lender.)
53. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of which is not otherwise herein provided.
55. As of the date of this Agreement, Seller represents that Seller HAS NOT received a notice regarding any new improvement project from any assessing authorities, the costs of which project may be assessed against the property. Any such notice received by Seller after the date of this Agreement and before closing will be provided to Buyer immediately. If notice of a pending special assessment is issued after the date of this Agreement and on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide for the payment of, or assume the special assessments. In the absence of such agreement, either party may unilaterally pay, provide for the payment of, or assume such special assessments. In the absence of said agreement, or said unilateral election, either party may declare this Purchase Agreement null and void. Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement directing all earnest money paid hereunder to be refunded to Buyer.

PURCHASE AGREEMENT

63. Page 2

64. **TITLE & EXAMINATION:** Within a reasonable time after acceptance of this Agreement, Seller shall provide
65. evidence of title, which shall include proper searches covering bankruptcies, state and federal judgments and liens,
66. and levied and pending Special Assessments to Buyer or Buyer's designated title service provider, as follows:

67. If property is abstract, Seller shall provide either (1) a commitment for an owner's policy of title insurance on a current
68. ALTA form issued by an insurer licensed to write title insurance in Minnesota. Seller shall pay the cost of an owner's policy, including the
69. entire premium, title examination fee and the costs of evidence of title for such title insurance policy if no lender's policy is obtained; or only
70. the additional cost of obtaining a simultaneously issued owner's policy if a lender's policy is obtained (Buyer
71. shall pay the premium and the title examination fee for the lender's policy); or (2) an abstract of title certified to date.
72. Seller shall pay for all abstracting fees and surrender any abstract in Seller's possession or control to Buyer at closing.

73. If property is Torrens, Seller shall provide, at Buyer's option and request, either (1) a Registered Property Abstract
74. (RPA) certified to date; or (2) a commitment for an owner's policy of title insurance on a current ALTA form issued by
75. an insurer licensed to write title insurance in Minnesota. Seller shall be responsible to pay, under either option, only
76. those costs necessary to prepare the RPA or commitment. Buyer shall, at Buyer's option, pay for either the Attorney's
77. Opinion or the title insurance premium and examination fee.

78. Seller shall use Seller's best efforts to provide marketable title by the date of closing. In the event Seller has not
79. provided marketable title by the date of closing, Seller shall have an additional 30 days to make title marketable or, in
80. the alternative, Buyer may waive title defects by written notice to Seller. In addition to the 30-day extension,
81. Buyer and Seller may by mutual agreement further extend the closing date. Lacking such extension, either party
82. may declare this Purchase Agreement null and void; neither party shall be liable for damages hereunder to the other.
83. Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement directing all earnest money paid hereunder to be refunded
84. to Buyer.

85. **SUBDIVISION OF LAND:** If this sale constitutes or requires a subdivision of land owned by Seller, Seller shall pay
86. all subdivision expenses and obtain all necessary governmental approvals. Seller warrants that the legal description of
87. the real property to be conveyed has been or will be approved for recording as of the date of closing. Seller warrants
88. that the buildings are or will be constructed entirely within the boundary lines of the property. Seller warrants
89. that there is a right of access to the property from a public right-of-way. These warranties shall survive the delivery of
90. the deed or contract for deed.

91. Seller warrants that prior to the closing, payment in full will have been made for all labor, materials, machinery,
92. fixtures or tools furnished within the 120 days immediately preceding the closing in connection with construction,
93. alteration or repair of any structure on, or improvement to, the property.

94. Seller warrants that Seller has not received any notice from any governmental authority as to condemnation
95. proceedings, violation of any law, ordinance or regulation. If the property is subject to restrictive covenants, Seller
96. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any
97. such notices received by Seller will be provided to Buyer immediately.

98. Seller agrees to allow reasonable access to the property for performance of any surveys or inspections agreed to herein.

99. **RISK OF LOSS:** If there is any loss or damage to the property between the date hereof and the date of closing for any reason, including
100. fire, vandalism, flood, earthquake or act of God, the risk of loss shall be on Seller. If the property is destroyed
101. or substantially damaged before the closing date, this Purchase Agreement shall become null and void, at
102. Buyer's option. Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement directing all earnest money paid hereunder
103. to be refunded to Buyer.

104. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.

105. **ENTIRE AGREEMENT:** This Purchase Agreement, any attached exhibits and any addenda or amendments signed
106. by the parties shall constitute the entire agreement between Seller and Buyer and supersede any other written or
107. oral agreements between Seller and Buyer. This Purchase Agreement can be modified or canceled only in writing signed by
108. Seller and Buyer or by operation of law. All monetary sums are deemed to be United States currency for purposes of this agreement.
109. Buyer or Seller may be required to pay certain closing costs which may effectively reduce the proceeds from the sale or increase the cash
110. outlay at closing.

111. **ACCEPTANCE:** Buyer understands and agrees that this Purchase Agreement is subject to acceptance by Seller in writing. The delivery
112. of all papers and monies shall be made at the listing broker's office.

113. **DEFAULT:** If Buyer defaults in any of the agreements herein, Seller may terminate this Purchase Agreement, and payments made
114. hereunder may be retained by Seller as liquidated damages. If this Purchase Agreement is not so
115. terminated, Buyer or Seller may seek actual damages for breach of this Agreement or specific performance of this
116. Agreement; and, as to specific performance, such action must be commenced within six (6) months after such right of
117. action arises.

118. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender registry
119. and persons registered with the predatory offender registry under MN Statute, 243.166, may be obtained by contacting
120. the local law enforcement offices in the community where the property is located, or the Minnesota Department of
121. Corrections at (651) 642-0200, or from the Department of Corrections Web site at www.corr.state.mn.us.

BUYER PURCHASING
"AS IS" ADDENDUM

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REALTORS®, which disclaims any liability arising
out of use or misuse of this form.
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1. Date Sept 18 04
2. Page _____

3. Addendum to Purchase Agreement between parties dated Sept 16, 20 04, pertaining to the
4. purchase and sale of the property at 2824 Maryland Ave S
5. _____

6. **CONDITION OF PROPERTY:** The property being purchased by Buyer, including the dwelling, other
7. improvements, fixtures, appliances and personal property, is not new, and is being purchased "AS IS."

8. (check appropriate box)

9. ☒ Buyer has received and had an opportunity to review the *Seller's Property Disclosure Statement*;
10. or

11. ☐ Buyer has received and had an opportunity to review the *Seller's Disclosure Election* form.

12. **RIGHT AND DUTY OF INSPECTION:** Buyer shall have the **right and duty** to inspect the property or to
13. have it inspected by a person of Buyer's choice, at Buyer's expense. Buyer shall have the right to make
14. a pre-closing inspection of the property to determine that the property is in the same condition as of the date
15. of this Addendum.

16. **SETTLEMENT IS FINAL:** It is understood that Buyer accepts the property "AS IS." ANY WARRANTIES OF
17. PHYSICAL CONDITION OF THE PROPERTY CONTAINED IN THIS PURCHASE AGREEMENT ARE
18. VOID. The Seller has no further responsibility or liability with respect to the condition of the property. This
19. provision shall survive delivery of the deed or contract for deed.

20. **OTHER:**

21. _____
(Seller) (Date) (Buyer) (Date)

22. _____
(Seller) (Date) (Buyer) (Date)

23. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYERS AND SELLERS.**
24. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

IN RE:

Russell T. Pryga,

Debtor.

ORDER REDUCING TIME
TO OBJECT TO PROPERTY
CLAIMED AS EXEMPT
BKY 04-44967

This case came before the Court on October 20, 2004 on a motion by Debtor to reduce the time period to object to property claimed as exempt to October 25, 2004, and authorizing the Clerk of Bankruptcy Court to issue a certificate of property claimed as exempt on October 26, 2004 or thereafter in the event no objection is timely filed. Appearances were noted in the record. Based on the motion of Debtor, and the file, records, and proceeding herein, and for good cause shown,

IT IS ORDERED:

The deadline to object to property claimed as exempt by the Debtor pursuant to 11 U.S.C. 522(b)(1) is October 25, 2004. In the event that no objection is timely made, the Clerk of Bankruptcy Court is authorized to issue a certificate of property claimed as exempt on October 26, 2004 or thereafter, upon request of the Debtor and payment of applicable fees.

United States Bankruptcy Judge

Dated: